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Collective Bargaining Agreements

3-12-1961

Grocery Stores and Retail Stores Employees Union, AFL-CIO, Local 782 (1961)

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Grocery Stores and Retail Stores Employees Union, AFL-CIO, Local 782 (1961)

Location

Jackson Co., MO; Clay Co., MO; Platte Co., MO; Johnson Co., KS; Wyandotte Co., KS

Effective Date

3-12-1961

Expiration Date

3-10-1963

Number of Workers

2000

Employer

Kroger Co.; Safeway Stores Inc.; Great Atlantic and Pacific Tea Co.; Milgram Food Stores

Union

Retail Stores Employees Union

Union Local

782

NAICS

44

Sector

P

Item ID

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Comments

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MAY 26 1961 *mm*

THE KROGER CO.
SAFEWAY STORES INC.
THE GREAT ATLANTIC & PACIFIC TEACU.
MILGRAM FOOD STORES.

AGREEMENT

THIS AGREEMENT, entered into by and between _____, hereinafter referred to as the "Employer", and RETAIL STORE EMPLOYEES UNION, LOCAL NO. 782, chartered by the RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO, hereinafter referred to as the "Union", and any renewal or extension thereof shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

ARTICLE I

TERM OF AGREEMENT

This agreement shall be in full force and effect from March 12, 1961 through March 10, 1963 and from year to year thereafter, unless written notice to the contrary be given by either party to the other sixty (60) days prior to the anniversary date. Said notice shall set forth the change or changes desired.

ARTICLE II

BARGAINING UNIT

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agency for a unit consisting of all employees in the Employer's present and future retail establishments located in the Greater Kansas City Trade Area - Jackson, Clay and Platte County, Missouri and Johnson and Wyandotte County, Kansas (excluding A&P Stores in Excelsior Springs, Missouri) with respect to rates of pay, wages, hours and all other conditions of employment, except and excluding clerks working no more than one (1) day per week (Saturday or the day before a holiday) and supervisory employees within the meaning of Section 2(11) of the National Labor Relations Act of 1947 as amended, and meat department employees.

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement.

ARTICLE III

UNION SECURITY

It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the effective date of this agreement shall remain members in good standing and those who are not members on the effective date of this agreement shall, on the thirty-first (31st) day following the effective date of this agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

For the purpose of this Article, the execution date of this agreement shall be considered as its effective date.

The provisions of this Article shall not become effective with respect to employment within the State of Kansas until such time as the present "Right to Work" Kansas Constitutional Amendment ceases to become effective through repeal, Federal Legislation or otherwise. If, during the term of this agreement, an applicable court of competent jurisdiction decrees that the making of an "Agency Shop" contract does not violate the Kansas "Right to Work" Constitutional Amendment, then this agreement immediately shall be amended to set forth appropriate "Agency Shop" provisions.

ARTICLE IV

HOLIDAYS

The following days shall be considered holidays for full-time employees: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving day, Christmas Day or any days celebrated for them. No employee shall suffer a reduction in pay for the aforementioned holidays.

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Weeks wherein a holiday occurs, the basic work week for all employees shall be thirty-two (32) hours work before overtime, to be worked within four (4) days. Any employee who works in excess of thirty-two (32) hours and/or four (4) days in a holiday week, excluding work performed on the holiday, shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the employee's straight time classified hourly rate of pay for such work.

A part-time employee who has been working for his employer continuously for one year or more shall be paid pro-rata holiday pay, computed on the average hours he has worked during the immediate previous four weeks to the holiday; provided the holiday falls on a day on which he is normally scheduled to work. and the employee works some period during that holiday week. Work schedules shall not be changed for the sole purpose of avoiding holiday pay.

Any employee who lays off or absents himself on the day preceding or the day following a holiday shall not be paid for the holiday.

There shall be no work performed on Thanksgiving Day and Christmas Day. Work performed on New Year's Day, Memorial Day, Independence Day and Labor Day shall be paid for at time and one-half ($1\frac{1}{2}$) the employees' regular hourly rate of pay in addition to holiday pay.

Holiday work for full-time employees shall be voluntary. Full-time employees shall have preference over part-time employees for holiday work. Part-time employees may be scheduled to work on a holiday if a work shift occurs after all full-time employees have been given preference or asked to work. Part-time employees who are assigned to work on a holiday shall be guaranteed no less than four (4) hours work. Holiday work for full-time employees shall be not less than eight (8) and not more than nine (9) hours work. However, if four (4) hour shifts remain a full-time employee shall have preference over part-time. There shall be no work past 6:00 P.M. on Christmas Eve, except customers then in the store shall be served in the regular manner.

ARTICLE V

VACATIONS

All full-time employees who have completed twelve (12) consecutive months employment with their Employer shall receive one (1) week's vacation with regular pay, after two (2) years employment two (2) weeks vacation with regular pay, after ten (10) years of employment three (3) weeks vacation with regular pay.

If a vacation is taken by a full-time employee during a week in which there is a holiday as defined in Article IV, an additional day or pay in lieu thereof shall be added to the vacation period.

After a full-time employee has qualified for a vacation he shall receive, upon termination, one twelfth ($1/12$) of an earned vacation's pay at the employee's straight time classified hourly rate for each month worked in excess of the number required for eligibility for earned vacations as set forth in the first paragraph of this article. Employees terminated for proven dishonesty, or drunkenness or drinking on the job shall be disqualified for pro rata benefits as provided herein.

Absence from work up to sixty (60) days by a full-time employee within a period of fifty-two (52) weeks due to sickness, injury, or temporary lay-off shall be included for the purpose of determining eligibility for full vacation pay. In the event that a full-time employee is absent from work in excess of sixty (60) days as set forth above whatever vacation pay the employee is entitled to shall be pro-rated according to straight time hours actually worked.

A part-time employee who has been working for his Employer for two years or more continuously shall be allowed a vacation with pay at his straight time hourly rate, pro-rated as follows: The total number of straight time hours worked between anniversary dates of employment the previous year shall be divided by 52 to determine the amount of vacation allowance.

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ARTICLE VI

PICKET LINE

It shall not be considered a violation of this agreement for an employee to support or refuse to cross a picket line established because of Union-Labor difficulties originating within the store or stores covered by this agreement if said picket is authorized by the Kansas City, Missouri or Kansas City, Kansas Central Labor Unions or Retail Clerks International Association. It is further agreed that the employees covered by this agreement, will not respect any picket line until twenty-four (24) hours after the Employer has received written notice from the Union.

ARTICLE VII

BULLETIN BOARDS

The Employer agrees to designate a suitable space in the back room of each store to be used as a bulletin board for Union notices and a copy of this agreement which shall remain posted at all times.

ARTICLE VIII

HOURS AND OVERTIME

Forty (40) hours work in five (5) days shall be the basic work week before overtime for all employees. There shall be no split shifts. Eight (8) hours' work to be performed within nine (9) consecutive hours with one (1) hour off duty without pay each day for lunch shall be the basic work day before overtime.

The overtime rate of one and one-half ($1\frac{1}{2}$) times the employee's straight time classified hourly rate shall be paid for all work performed in excess of the basic work day, the basic work week, and/or five (5) days. All work performed by full-time employees on Sunday shall be voluntary. Work on Sunday and/or an employee's regular scheduled day off shall be overtime work and shall be in addition to the employee's basic work week. It is understood and agreed that overtime shall not be paid twice for the same overtime hours worked. Full-time employees shall be given preference for Sunday work, but this provision shall not be construed to preclude the use of part-time employees on Sunday at time and one-half ($1\frac{1}{2}$) their regular classified straight time hourly rate.

These part-time employees who are assigned to work on Sunday shall be guaranteed not less than four (4) hours work on Sunday. Sunday work for full-time employees shall not be less than eight (8) and not more than nine (9) hours work.

All employees shall receive one (1) hour off duty without pay for lunch each day unless the Employer and the Employee agree to a shorter lunch period. No employee shall be required to work in excess of five (5) continuous hours without a lunch period.

Each employee shall be allowed a rest period of not less than fifteen (15) minutes in each full four hour shift.

Night work shall be divided equitably among all qualified full-time employees. The above shall not apply to qualified employees, who, on their own volition, elect to work after 6:00 P.M. A premium of ten (10) cents per hour shall be paid for all work performed between the hours of six (6:00) P.M. and six (6:00) A.M. This clause shall not operate to preclude the assignment of part-time employees to night work.

Work schedules shall be posted in the individual stores no later than 12:00 noon Saturday of each week, setting forth days off and the daily hours for each employee for the following week. Work schedules shall show the first and last names of all employees.

Any employee who reports for duty at the direction of the Employer shall be guaranteed not less than 50% of the number of hours work scheduled for him that day or pay in lieu thereof.

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ARTICLE IX

CLASSIFICATION AND WAGES

No employee shall suffer a reduction in his present hourly rate of pay because of the signing of this agreement, nor shall he be reclassified to defeat the purpose of this agreement. C 32
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The Employer, when hiring full-time employees on any of the wage brackets, agrees to advance said employee to the next higher bracket within such time as is designated in the wage schedule.

For the purpose of this agreement, the terms set forth below shall have the following meanings:

- A. Full-time Employees: Those employees who regularly work a basic work week, for four (4) consecutive weeks. Hours worked by students classified as part-time employees during the period of June 1st through Labor Day shall be excluded for determining employees' classification.
- B. Part-time employees: One day checkers and those employees who work more than one (1) day per week, but less than the basic work week.
- C. Extra Employees: Those employees who work not more than one (1) day per week. (Saturday or day preceeding a holiday).
- D. Night Stock Crewmen: Those employees designated by the Employer as night stock crewmen shall receive a premium rate of fifteen (15¢) cents per hour for all hours worked in addition to their regular hourly rate of pay. Employees working as night stock crewman shall not work both Saturday and Sunday nights on the same weekend and shall not start work on Sunday until the store is closed to the public. Night stock crewmen working on Sunday as an extension of their Saturday night shift or the beginning of their Sunday night shift shall be exempt from the Sunday overtime provision except for such work that is in excess of their basic work day or basic work week. No night stock crewmen shall be required to work both the eve and the evening of a holiday.

Employees working under this agreement shall receive not less than the following minimum scale of wages, according to their classification: C 43
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In stores where the following classifications are designated by the Employer, the employees so designated shall receive not less than the following rates:

	Eff. 3-12-61		Eff. 3-12-62	
	Hourly	Weekly	Hourly	Weekly
Assistant Manager	\$2.725	\$109.00	\$2.825	\$113.00
Head Clerk	2.725	109.00	2.825	113.00
Head Produce Clerk	2.725	109.00	2.825	113.00
Head Liquor Clerk	2.725	109.00	2.825	113.00
First Clerk	2.555	102.20	2.655	106.20
Head Cashier, Male	2.45	98.40	2.55	102.00
Head Cashier, Female	2.325	93.00	2.425	97.00
Paying Teller, Female	2.325	93.00	2.425	97.00
<u>Male Employees</u>				
First 6 months	1.625	65.00	1.725	69.00
Second 6 months	1.745	69.80	1.845	73.80
Third 6 months	1.89	75.60	1.99	79.60
Fourth 6 months	2.115	84.60	2.215	88.60
After two years	2.35	94.00	2.45	98.00
<u>FEMALE EMPLOYEES</u>				
First 6 months	1.585	63.40	1.685	67.40
Second 6 months	1.665	66.60	1.765	70.60
Third 6 months	1.745	69.80	1.845	73.80
Fourth 6 months	1.925	77.00	2.025	81.00
After two years	2.10	84.00	2.20	88.00

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D 47
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D 48
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C 39
1

D 61
1

D 71
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C 52
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C 55
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C 40
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C 42
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Rates for part-time employees hired shall be determined by accumulation of hours worked. Progression from one six-month bracket to another shall be at the completion of one thousand forty (1040) hours for each bracket.

Any employee designated by the Company to perform the duties of Assistant Manager, Head Clerk, Head Produce Clerk, Head Liquor Clerk, First Clerk, Head Cashier or Paying Teller during the absence of the employee normally performing those job classification duties, shall be paid not less than the regular rate of pay for hours spent performing such an assignment, provided that such period of time is equal to or in excess of a basic work week. No employee shall suffer a reduction in pay because of such an assignment.

A new employee shall receive the rate of pay established by his past provable super market experience in the Greater Kansas City Trade Area (Platte, Jackson, & Clay County, Missouri - Johnson & Wyandotte County, Kansas) or with a national chain elsewhere within sixty (60) days of starting date of employment.

ARTICLE X

SENIORITY

Seniority is defined as the length of continuous service with the Company. Any of the following events shall be considered a break in length of continuous service, and subsequent employment shall be deemed to be new employment:

1. Dismissal for just cause.
2. Voluntary quitting.
3. Failure to report to the Employer within twenty-four (24) hours of his absence from work, without good cause.
4. Failure to report to work after a lay-off within one (1) week after written notice to report to work.

Seniority shall be recognized with regard to employees covered by this agreement, in regard to vacancy, transfer, lay-offs, and promotion subject to that employee's relative skill and ability to perform the work. In the event of a slack in business or a dull season, part-time employees shall be laid off before full-time employees, and if it is necessary to cut a full-time employee to a part-time employee or to lay off a full-time employee, those of such employees who were most recently hired shall be first laid off. In case of call backs after a lay off, according to the aforementioned procedure, the last laid off shall be the first recalled, and the next to the last laid off the second recalled and so on to the first laid off being the last recalled.

Seniority of part-time employees working less than twenty-six (26) hours per week shall for the purpose of lay-offs and re-hiring be on a within store basis.

No part-time employee shall replace a full-time employee, unless the employee taken out of service has worked the maximum of hours that day, except in the case of illness, death, accident, voluntary layoff or other emergency involving such employee.

The part-time employees at the top of the seniority list, if they are available upon inquiry of the Employer, shall be given first opportunity for full-time employment, within the employer's stores covered by this agreement in the Greater Kansas City Trade Area, if and when openings for full-time employment occur.

Senior employees shall be given preference in their choice of days off, but days off shall exclude Friday or Saturday or days before a holiday unless those days are available. Once a day off is selected by an employee, it shall be regularly scheduled unless a change of day off is mutually agreed to between the employer and employee's involved.

ARTICLE XI

UNION STORE CARD

The Union store card shall be displayed in the salesroom without any obligation on the part of the Employer. The Employer shall designate the place where the card is to be displayed.

ARTICLE XII

UNION REPRESENTATIVES

Authorized representatives of the Union shall be allowed to contact employees in the stores of the Employer during store hours, but such visits shall not interfere with the performance of the employee's regular duties.

It is further agreed that the Union may appoint shop stewards in each store who shall have the authority to see that this agreement is not violated and adjust minor grievances with the Manager. If such grievances cannot be resolved by the shop steward and the Manager, they shall be referred to the authorized full-time representative of the Union.

ARTICLE XIII

DISCHARGES

No employee covered by this agreement shall be discharged without sufficient cause. Proven dishonesty and drunkenness or drinking while on duty shall be considered sufficient cause for dismissal. The Union shall present all complaints of discharge without sufficient cause to the Employer within seven (7) days after the discharge. If the complaint cannot be adjusted by mutual consent, it shall forthwith be submitted to arbitration pursuant to the arbitration procedure hereinafter provided. The arbitrators shall issue their decision and award within five (5) days from the conclusion of the hearing of the discharge in dispute. This paragraph shall apply to all employees covered by this agreement.

No employee shall be discharged or discriminated against because of Union activities in upholding Union principles nor shall any such activity by an employee be considered a violation of this agreement.

ARTICLE XIV

GRIEVANCES AND ARBITRATION

The properly accredited officers or representatives of both parties to this agreement shall be authorized to settle any dispute arising out of the terms, application or interpretation of this agreement, including unjust discharges or lay offs. Complaints regarding unjust discharges or lay offs must be filed in writing with the Union within seven (7) days of such discharge, or layoff, or the member nullifies any further claim regarding same.

In the event the properly accredited officers or representatives of both parties to this agreement cannot amicably settle any dispute or grievance arising out of the terms, application or interpretation of this agreement, including unjust discharge or lay-off within seven (7) days after this said grievance or dispute is reported, the matter shall then be referred to an arbitration board for settlement.

The arbitration board shall consist of three arbitrators, one to be chosen by the Employer within three days after the dispute is referred to arbitration, one to be chosen by the Union within that period, and the third to be selected by the first two named arbitrators of the Employer and the Union; provided that the selection of the third man can be made within three days following the appointment of the first two arbitrators.

In the event the first two arbitrators cannot agree upon the third arbitrator within three days following their appointment, either the Union or the Employer may request the Director of Federal Conciliation and Mediation Service or the American Arbitration Association to furnish no more than two lists of seven (7) arbitrators. Each party then shall alternately strike one name from the list until one name remains and such person shall be the arbitrator for determination of the grievance.

It is distinctly understood that the arbitration board is not vested with the power to change, modify, or alter this agreement in any of its parts; the board may however, interpret the provisions of this agreement.

The arbitration board shall be authorized to hear the case and dispute, and render a decision within ten (10) days after the appointment of the third arbitrator. The majority decision of the arbitration board shall be final and binding upon both parties to this agreement.

Expenses incurred in connection with the third arbitrator shall be shared equally between the Union and the Employer.

Grievances relative to wages and hours as set forth in this agreement shall not be subject to the forfeiture provision of this article.

Pending such arbitration and decision, there shall be no lockout, strike, cessation of work, picketing, or any other action by either party which may adversely affect the other, unless either refuses to arbitrate any dispute which cannot be settled by mutual consent.

ARTICLE XV

FUNERAL LEAVE

In case of a death in the immediate family of an employee working twenty-six (26) or more hours per week (spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparents) (or any relative residing with the employee) said employees shall be paid for a reasonable period of absence to attend the funeral depending upon the circumstances. Paid absence in excess of three (3) days is subject to approval of management.

ARTICLE XVI

ACCIDENTS

All employees covered by this agreement and working an average of twenty-six (26) or more hours per week shall receive full time pay for the time lost from work because of occupational injury (while on duty for the Employer) until Workman's Compensation begins.

ARTICLE XVII

JURY DUTY

All employees working an average of twenty-six (26) hours or more per week, if serving on jury duty (not to exceed once each calendar year) shall receive their classified rate of pay for the time required to be absent from their jobs for such services (less what pay they may receive as defined by law for jury services).

ARTICLE XVIII

HEALTH AND WELFARE

The employer shall contribute Sixteen (\$16.00) Dollars per calendar month for each Employee represented by the Union who works an average of twenty-six (26) hours or more per week in each calendar month. The liability for the payment of the first month's contribution shall accrue on April 1, 1961, and on the first day of each succeeding month. Such payments shall be made into a Fund known as the Retail Clerks Local Union No. 782 Health and Welfare Trust Fund, which said Trust Fund shall be set up under a Trust Agreement, which will have for its purpose, among other things, the providing of health and welfare benefits for employees working for the Employer under the terms and conditions of this agreement. The nature, type and extent of the health and welfare benefits to be so provided shall be such as the Trustees under said Trust Fund shall in their discretion determine. Details of the plan and benefits shall be attached to and become a part of this contract.

ARTICLE XIX

In consideration of the foregoing Articles by and between the Employer and the Union, the employees, through their representatives, agree to faithfully perform the duties assigned to them to the best of their ability and to use their best efforts to promote the business of the Employer at all times.

ARTICLE XX

This agreement cancels and supercedes all conditions and previous agreements between the parties either written or oral except for the three supplemental letters attached.

THE EMPLOYER

RETAIL STORE EMPLOYEES UNION, LOCAL 782

Signed this _____ day of _____ 1961.

MAY 26 1961 *un.*U. S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON 25, D. C.

May 15, 1961

Mr. E. D. McDavid, Acting Secretary-Treasurer
Retail Clerks International Association, Local # 782
1 W. Linwood Street
Kansas City, Missouri

Dear Mr. McDavid:

We have in our file of collective bargaining agreements a copy of your agreement with Grocery Stores. This agreement expired March 1961.

Would you please send us a copy of your current agreement—with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

Ewan Clague
Ewan Clague
Commissioner of Labor Statistics

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 2000
2. Number and location of establishments covered by agreement 150
3. Product, service or type of business Grocery & Produce
4. If previous agreement has been extended without change, indicate new expiration date _____

HARRY HESS
(Your name)

West Linwood
(Street)

SECRETARY - TREAS.
(Position)

Kansas City, Mo.
(City and State)